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## AGREEMENT

THIS AGREEMENT is made and entered into by and between **R.C. KRUEGER DEVELOPMENT COMPANY**, a Nebraska corporation, and **DOUBLE D LAND COMPANY**, a Nebraska limited liability company, hereinafter called "Subdivider", whether one or more, and the **CITY OF LINCOLN, NEBRASKA**, a municipal corporation, hereinafter called "City."

WHEREAS, Subdivider has made application to City for permission to subdivide and for approval of the subdivision plat of **THE WOODLANDS AT YANKEE HILL 9TH ADDITION**, and

WHEREAS, the Planning Director's letter regarding corrections needed for the City to complete the review and approval of said plat contains certain provisions requiring an agreement between Subdivider and City relating to said plat and the development thereof.

NOW, THEREFORE, IN CONSIDERATION of City granting permission to plat and approval of the plat of **THE WOODLANDS AT YANKEE HILL 9TH ADDITION**, it is agreed by and between Subdivider and City as follows:

1. The Subdivider agrees to complete the street paving of public streets within two years following the approval of this final plat.
2. The Subdivider agrees to complete the installation of sidewalks along outlots not reserved for future development as shown on the final plat at the same time as the adjacent streets are paved.
3. The Subdivider agrees to complete the public water distribution system within two years following the approval of this final plat.

4. The Subdivider agrees to complete the public wastewater collection system within two years following the approval of this final plat.

5. The Subdivider agrees to complete the enclosed public drainage facilities to serve this plat within two years following the approval of this final plat.

6. The Subdivider agrees to complete the installation of public street lights along Wishing Well Drive, Water Well Lane and Dempster Drive within this plat within two years following the approval of this final plat.

7. The Subdivider agrees to complete the planting of the street trees along Wishing Well Lane, Water Well Lane and Dempster Drive within this plat within six years following the approval of this final plat.

8. The Subdivider agrees to complete the installation of the street name signs within two years following the approval of this final plat.

9. The Subdivider agrees to complete the installation of the permanent markers prior to construction on or conveyance of any lot in the plat

10. The Subdivider agrees to timely complete any other public or private improvement or facility required by the Land Subdivision Ordinance which has not been waived, but which inadvertently may have been omitted from the above list of required improvements.

11. The Subdivider agrees, in consideration of the City granting permission to plat this Addition prior to the required improvements having been installed and approved, to waive and not assert any and all defenses based upon time constraints that may exist because of any future expiration of any applicable statute of limitations in the event the required improvements are not timely installed as required by the Subdivision Agreement and/or the Land Subdivision Ordinance (Title 26 of the Lincoln Municipal Code)

12. The Subdivider agrees to submit to the Director of Public Works a plan showing proposed measures to control sedimentation and erosion and the proposed method to temporarily stabilize all graded land for approval.

13. The Subdivider agrees to comply with the provisions of the Land Preparation and Grading requirements of the Land Subdivision Ordinance.

14. The Subdivider agrees to complete the public and private improvements shown on the Planned Unit Development.

15. The Subdivider agrees to keep taxes and special assessments on the outlot from becoming delinquent

16. The Subdivider agrees to maintain the outlot on a permanent and continuous basis

17. The Subdivider agrees to maintain the private improvements in good order and state of repair, including the routine and reasonable preventive maintenance of the private improvements on a permanent and continuous basis.

18. The Subdivider agrees to maintain and supervise the private facilities which have common use or benefit in good order and condition and state of repair including the routine and preventable maintenance of the private facilities, on a permanent and continuous basis.

19. The Subdivider agrees to recognize that there may be additional maintenance issues or costs associated with providing for the proper function of storm water detention/retention facilities as they were designed and constructed within the development and that these are the responsibility of the owner.

20. The Subdivider agrees to retain ownership of and the right of entry to the outlots in order to perform the above-described maintenance of the outlots and private improvements on a permanent and continuous basis. However, Subdivider may be relieved and discharged of such maintenance obligations upon creating in writing a permanent and continuous

association of property owners who would be responsible for said permanent and continuous maintenance subject to the following conditions:

- (a) Subdivider shall not be relieved of Subdivider's maintenance obligation for each specific private improvement until a registered professional engineer or nurseryman who supervised the installation of said private improvement has certified to the City that the improvement has been installed in accordance with approved plans; and
- (b) The maintenance agreements are incorporated into covenants and restrictions in deeds to the subdivided property and the documents creating the association and the restrictive covenants have been reviewed and approved by the City Attorney and filed of record with the Register of Deeds.

21. The Subdivider agrees to pay all design, engineering, labor, material, inspection, and other improvement costs.

Dated this 21 day of August, 2013.

**R.C. KRUEGER DEVELOPMENT COMPANY**  
 a Nebraska corporation,  
 By: Richard C. Krueger  
 Richard C. Krueger, President

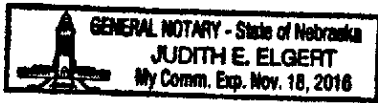
**DOUBLE D LAND COMPANY,**  
 a Nebraska limited liability company,  
 By: Richard C. Krueger  
 Richard C. Krueger, Member  
 By: Michael D. Weatheri  
 Michael D. Weatheri, Member

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

Marvin Krout  
Marvin Krout, Planning Director

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2013, by Richard C. Krueger, President of R.C. Krueger Development Company, a Nebraska corporation, and Member of Double D Land Company, a Nebraska limited liability company.



Judith E. Elgert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2013, by Michael D. Weatheri, Member of Double D Land Company, a Nebraska limited liability company.



Judith E. Elgert  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 19 day of August, 2013, by Marvin Krout, Planning Director of the City of Lincoln, Nebraska, a municipal corporation.



Jean L. Preister  
Notary Public

**THE WOODLANDS AT YANKEE HILL 9<sup>TH</sup> ADDITION**  
FINAL PLAT  
LOT LIST

BLOCK 1  
LOT 1

BLOCK 2  
LOT 1  
LOT 2  
LOT 3  
LOT 4

BLOCK 3  
LOT 1  
LOT 2  
LOT 3  
LOT 4  
LOT 5  
LOT 6  
LOT 7

OUTLOT 'A'  
OUTLOT 'B'  
OUTLOT 'C'  
OUTLOT 'D'  
OUTLOT 'E'  
OUTLOT 'F'

THW0YA H19